

**WIRELESS INTERCONNECTION AGREEMENT**  
**TDS METROCOM - VERIZON WIRELESS**  
**WISCONSIN, ILLINOIS, MICHIGAN, MINNESOTA and NORTH DAKOTA**

This Agreement is entered into on the 6<sup>th</sup> day of June, 2005, and is effective on the first day of January, 2005, between TDS Metrocom, LLC, a Delaware corporation ("TDS METROCOM"), and the Verizon Wireless entities listed on the signature page of this Agreement each having an office and principal place of business at 180 Washington Valley Road, Bedminster, NJ 07921, a Delaware general partnership (collectively "VZW").

TDS METROCOM is a competitive local exchange carrier in Wisconsin, Illinois, Michigan, Minnesota, and North Dakota. VZW is a commercial mobile radio service carrier operating in Wisconsin, Illinois, Michigan, Minnesota and North Dakota. TDS METROCOM and VZW desire to interconnect on an indirect basis for the purpose of exchanging traffic between the Parties' customers. This Agreement shall not preclude TDS METROCOM and VZW from entering into a direct interconnection agreement in the future if such arrangement is technically feasible and economically beneficial.

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows.

**SECTION I**  
**SCOPE OF AGREEMENT AND DEFINITIONS**

This Agreement shall cover local interconnection arrangements between TDS METROCOM's network in Wisconsin, Illinois, Michigan, Minnesota and North Dakota and VZW's network in Wisconsin, Illinois, Michigan, Minnesota and North Dakota. The exchange of non-local telecommunications traffic between other portions of TDS METROCOM's network and VZW's network will be accomplished using the existing toll telephone network.

Definitions: As used in this Agreement, the following terms shall have the meanings specified in this Section.

"Local Traffic" means the completion of wireless to wireline and wireline to wireless calls which originate and terminate within the same MTA based on the location of the cell site serving the wireless subscriber, or roamer on the VZW network, at the beginning of the call and the central office for the landline end-user.

"Major Trading Area" (MTA) means a geographic area established by Rand McNally's Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

"Non-Local Traffic" for which access charges will be applicable, means the completion of interMTA calls based on the location of the cell site serving the wireless subscriber and the central office for the landline end-user.

## SECTION II TRAFFIC EXCHANGE

VZW and TDS METROCOM agree to exchange traffic with one another either via direct interconnection or on an in-direct basis by transiting such traffic through third party LEC tandems. Each Party shall be financially and operationally responsible for the costs of Local Traffic it originates, which includes the cost of providing the trunks, from its network to the point of interconnection. For indirect traffic, the default point of interconnection for the exchange of Local Traffic shall be at an appropriate third-party LEC tandem. Either Party shall be allowed to establish a different point of interconnection for the calls which that Party originates, provided that the new point of interconnection does not increase the cost of transporting or termination calls for the other Party.

Each Party shall bill the other for calls which the billing Party terminates to its own customers and which were originated by the billed Party. Applicable local transport and termination rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. The billed Party shall pay the billing Party for all undisputed charges properly listed on the bill. Such payments are to be received within forty-five (45) days from receipt of the invoice. The billed Party shall pay a late charge on the unpaid undisputed amounts that have been billed that are greater than forty-five (45) days old. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. Neither Party shall bill the other Party for traffic that is more than one (1) year old or that predates this agreement.

## SECTION III RATES AND CHARGES

### A.

General Provisions: The Parties agree to compensate one another at the rates set forth in Appendix A for the services to be provided pursuant to this Agreement.

### B.

The Parties agree that in the event traffic is delivered with SS7 protocol, the costs for such SS7 messaging shall be borne by each Party pursuant to a bill and keep arrangement, meaning that neither Party will bill the other Party for expenses related to SS7 messaging.

### C.

Indirect Transit Traffic: The originating Party will be responsible for providing the terminating Party with JIP, LRN or other data reasonably agreeable to both Parties to allow for billing. If the originating Party does not provide JIP, LRN or other data agreed to by both Parties, the terminating Party may bill the originating Party using the third-



party tandem operator's transit reports, or any other data reasonably available to the terminating Party and is mutually acceptable to both Parties.

D.

Direct Facilities: If both Parties mutually agree, then direct trunking may be instituted on the date agreed to by the Parties.

1. Where the Parties are utilizing one-way trunks, the trunks shall be provided and paid for by the originating Party.
2. Where the Parties are utilizing two-way trunks, the Parties shall be responsible for the non-recurring and monthly costs of the trunks based on the percentages identified in Appendix A.
3. Charges associated with direct facilities shall be billed in advance and any undisputed amounts will be due within forty-five (45) days of receipt of the invoice.

### SECTION III OFFICE CODES TRANSLATIONS

It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

### SECTION IV DISPUTE RESOLUTION

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations. If the Parties are unable to resolve the dispute within ninety (90) days after Parties appointment of designated representatives, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy at law or in

equity. If the Parties are unable to resolve the dispute within ninety (90) days after Parties appointment of designated representatives, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy at law or in equity.

## SECTION V INDEPENDENT CONTRACTORS

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

## SECTION VI LIABILITY

### A.

Neither Party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other Party's use of service provided under this Agreement. Each Party shall indemnify and defend the other Party against any claims or actions arising from the indemnifying Party's use of the service provided under this Agreement, except for damages caused by the sole recklessness of the indemnified Party.

### B.

Neither Party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

### C.

The liability of either Party to the other Party for damages arising out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of applicable tariff(s) of the Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro-rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors, or defects.

## SECTION VII ATTORNEY'S FEES AND COURT COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.



## SECTION VIII TERM OF AGREEMENT

### A.

This Agreement shall commence on the effective date stated on the first page, and shall have an initial term of one (1) year provided that either Party may elect not to renew and terminate this Agreement by giving the other Party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date. This Agreement shall renew automatically for successive one (1) year periods, unless terminated as provided above.

Either Party may request for this Agreement to be renegotiated upon the expiration of the initial one (1) year term or upon any termination of this Agreement. Not later than forty-five (45) days from the receipt of initial request for renegotiations, the Parties will commence negotiation, which shall be conducted in good faith. Except in cases in which this Agreement has been terminated for Default pursuant to §VI (C), the provisions of this Agreement shall remain in force during the negotiation and up to the time that a successor agreement is executed by the Parties and, to the extent necessary, approved by the relevant state commission.

### B.

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice at least twenty-five (25) days prior to terminating service.

## SECTION IX THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

## SECTION X GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Wisconsin without reference to conflict of law provisions. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Wisconsin, the appropriate state regulatory commission or the Federal Communications Commission.

In the event of a change in applicable law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in

good faith, and amend in writing, such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

## SECTION XI ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the Parties, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. This Agreement may not be modified except in writing signed by both Parties. This Agreement is a result of a negotiation between the Parties, and was jointly drafted by both Parties. This Agreement may not be modified except in writing signed by both Parties, which modification shall become effective thirty (30) days after its execution, unless otherwise mutually agreed by the Parties.

## SECTION XII NOTICE

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of VZW to:

Business Name: Verizon Wireless  
Mailing Address: 2785 Mitchell Drive, MS 8-1  
City/State/Zip Code: Walnut Creek, CA 94598  
Attention: Mary Bacigalupi  
Contact Phone Number: 925-279-6006

with a copy to: Verizon Wireless  
Regulatory Counsel – Interconnect  
1300 I St. NW, Suite 400W  
Washington, DC 20005  
Fax: (202) 589-3750

Bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of VZW to:

### Bills for Wisconsin and Illinois:

Business Name: Verizon Wireless  
Mailing Address: 1515 E. Woodfield Road  
City/State/Zip Code: Schaumburg, IL 60173  
Attention: Billing Analyst  
Contact Phone Number: 847-706-7945

### Bills for Michigan:

Business Name: Verizon Wireless  
Mailing Address: 26935 Northwestern Hwy  
City/State/Zip Code: Southfield, MI 48034



Attn: Billing Analyst  
Contact Phone Number: 248-915-3929

Bills for Minnesota and North Dakota

Business Name: Verizon Wireless  
Mailing Address: 9955 59<sup>th</sup> Avenue, N  
City/State/Zip Code: Plymouth, MN 55442  
Contact Phone Number: 763-595-5119

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of METROCOM to:

Business Name: TDS METROCOM  
Mailing Address: 525 Junction Road Suite 6000  
City/State/Zip Code: Madison, Wisconsin 53717  
Attention: Carrier Relations  
Contact Phone Number: 608-663-3029

Bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of METROCOM to:

Business Name: TDS METROCOM  
Mailing Address: 525 Junction Road Suite 5000  
City/State/Zip Code: Madison, Wisconsin 53717  
Attention: Sally Ainsworth, Network Operations  
Contact Phone Number: 608-442-8546

or to such other location as the receiving Party may direct in writing. Payments are to be sent to the address on the invoice.

SECTION XIII  
ASSIGNABILITY

Either Party may assign this Agreement upon the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no consent shall be required for the assignment of this Agreement in the context of the sale of all or substantially all of the assets or stock of either of the Parties. Notwithstanding the foregoing, either Party may assign this Agreement or any rights or obligations hereunder to an affiliate of such Party without the consent of the other Party.

SECTION XIV

#### NONDISCLOSURE OF PROPRIETARY INFORMATION

The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information ("Confidential Information"). Confidential Information shall include (i) all information delivered in written or electronic form and marked "confidential" or "proprietary" or bearing mark of similar import; or (ii) information derived by the Recipient from a Disclosing Party's usage of the Recipient's network including customer account data and CPNI. Information disclosed orally will not be considered Confidential Information unless Disclosing Party advises Recipient prior to disclosure that such information is Confidential Information and such information is reduced to writing by the Disclosing Party and delivered to the Recipient within seventy-two (72) hours of disclosure. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement. For purposes of this Section XIII, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed.

Information will not be deemed Confidential Information and the Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency provided the Recipient shall give at least thirty (30) days notice (or such lesser time as may be sufficient based on the time of the request) to the Disclosing Party to enable the Disclosing Party to seek a protective order. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.



By: **TDS METROCOM**

Signature

(date)

*June 6, 2005*

Name: Nicholas D. Jackson

Title: Vice President – Business Operations

**Verizon Wireless Entities:**

Bismarck MSA Limited Partnership d/b/a Verizon Wireless  
By Cellular Inc. Network Corporation, Its General Partner

Cellco Partnership d/b/a Verizon Wireless

Cellular Inc. Network Corporation d/b/a Verizon Wireless

Chicago 10 MHz LLC d/b/a Verizon Wireless  
By Cellco Partnership, Its Sole Member

Chicago SMSA LP d/b/a Verizon Wireless  
By Cellco Partnership, Its General Partner

Duluth MSA Limited Partnership d/b/a Verizon Wireless  
By AirTouch Minnesota LLC, Its General Partner  
By Cellco Partnership, Its Sole Member

Illinois RSA 1 Limited Partnership d/b/a Verizon Wireless  
By GTE Wireless of the Midwest Incorporated, Its General Partner

Illinois RSA 6 and 7 Limited Partnership d/b/a Verizon Wireless  
By Illinois SMSA Limited Partnership, Its General Partner  
By Cellco Partnership, Its General Partner

Illinois SMSA Limited Partnership d/b/a Verizon Wireless  
By Cellco Partnership, Its General Partner

Muskegon Cellular Partnership d/b/a Verizon Wireless  
By Verizon Wireless (VAW) LLC, Its General Partner

New Par d/b/a Verizon Wireless  
By Verizon Wireless (VAW) LLC, Its General Partner

North Dakota RSA No. 3 Limited Partnership d/b/a Verizon Wireless

By AirTouch North Dakota, LLC, Its General Partner

Rockford MSA Limited Partnership d/b/a Verizon Wireless  
By GTE Wireless of the Midwest Incorporated, Its General Partner

Southern & Central Wireless, LLC d/b/a Verizon Wireless  
By Cellco Partnership, Its Sole Member

Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By:

HHBom 5/31/05-  
Signature (date)

Name: Howard H. Bower

Title: Area Vice President Network - Midwest Area

**Signature Page to Wireless Interconnection Agreement between TDS Metrocom LLC and Verizon Wireless entered dated the 6<sup>th</sup> day of June, 2005 relating to the exchange of Local Traffic.**



**APPENDIX A**  
**Local Transport and Termination Rates and Billing Procedures**

The Parties shall reciprocally and symmetrically compensate one another for Local Traffic terminated to their respective customers at the rate of \$0.007 per minute of use ("MOU").

The Parties shall reciprocally and symmetrically compensate one another for Local Traffic terminated to their respective customers that is exchanged on a direct basis at the rate of \$0.007 per minute of use.

TDS METROCOM will measure terminating Local Traffic through its own recording equipment and/or through records received from the third-party tandem provider. The Parties will bill terminating usage to each other as follows:

1. TDS METROCOM will bill for 100% of the traffic originated by VZW and terminated to TDS METROCOM.
2. VZW will calculate the assumed TDS METROCOM terminating traffic to VZW using the following formula: The TDS METROCOM traffic based on the MOUs in 1. above shall be divided by 0.65 (sixty five percent) to yield the total traffic exchanged. The total traffic exchanged will then be multiplied by 0.35 (thirty five percent) to determine the traffic originated by TDS METROCOM and terminated to VZW, and this amount of MOUs shall be billed by VZW to TDS METROCOM at the above MOU rate.

The Parties agree to revise these factors, semi-annually or as mutually agreed upon based upon traffic studies conducted.

Parties agree to bill on a monthly basis.

Either Party may perform an audit of the other Party's billing information related to terminating minutes of use of the billed Party. The Parties agree that such audits will be performed no more than one time per calendar year. Each Party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited Party during normal business hours.

VZW may elect to measure terminating Local Traffic through its own recording equipment and utilize these measurements in place of the percentage calculation identified above. VZW agrees to provide thirty (30) days notice to TDS METROCOM of this change.

Transport and termination of Non-Local Traffic will be billed per applicable access tariff. Facility charges shall be billed per applicable tariff. The Parties agree that as of the effective date of this Agreement, the Parties are unable to measure the amount of Non-Local Traffic exchanged between the Parties. For the purposes of this Agreement, the

Parties agree to an initial Non-Local Traffic factor of zero percent (0%). The Parties agree to cooperate in good faith to amend this Agreement to reflect a revised Non-Local Traffic percentage and such revised percentage will be effective upon amendment of this Agreement. Such studies or reexaminations will be conducted no more frequently than once annually or as mutually agreed upon.